B 210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

AGDOF LF1, Ltd.

ALDEN GLOBAL DISTRESSED OPPORTUNITIES MASTER FUND, LP

Name of Transferee

Name of Transferor

Name and Address where notices to

Court Claim # (if known):

transferee should be sent:

See Schedule 1 to the Agreement and Evidence of

Transfer of Claim hereto ("Schedule 1")

Chris Scholfield c/o Alden Global Capital

Total Amount of Claims Filed:

See Schedule 1

885 Third Avenue

New York, New York 10022

Amount of Claim Transferred: See Schedule 1

Phone: 212-418-6862

Email: CScholfield@smithnyc.com

ISIN/CUSIP: See Schedule 1

Date Claim Filed: see Annex A attached

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: 11 28 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

ANNEX A

Proof of Claim Number	Date Claim Filed
35550	09/30/2009
35551	09/30/2009
35552	09/30/2009
41455	10/19/2009
42026	10/19/2009
44508	10/22/2009
44509	10/22/2009
44978	10/23/2009
44979	10/23/2009
44980	10/23/2009
44981	10/23/2009
44983	10/23/2009
44984	10/23/2009
44985	10/23/2009
50472	10/28/2009
50549	10/28/2009
50649	10/28/2009
50717	10/28/2009
51147	10/28/2009
51148	10/28/2009
51170	10/28/2009
55937	10/29/2009
56921	10/29/2009
58799	1.0/30/2009
58803	10/30/2009
58804	10/30/2009
58807	10/30/2009
58808	10/30/2009
58809	10/30/2009
58810	10/30/2009
58811	10/30/2009

58812	10/30/2009
58890	10/30/2009
59233	10/30/2009
60638	10/30/2009
60696	10/30/2009
62870	11/02/2009
62901	11/02/2009
66286	09/16/2009
66962	07/28/2010
67456	04/08/2011
67457	04/08/2011
67361	03/07/2011
67534	06/16/2011
67542	06/27/2011
L	

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

The Claims numbered as set forth in the column entitled "Proof of Claim Number" at Schedule 1 to the Evidence and Agreement of Transfer of Claim hereto were filed or deemed filed under 11 U.S.C. §. 1111(a) in this case by the alleged transferor (or prior holder of such Claim). As evidence of the transfer of those claims, the transferee filed a Transfer of Claim other than for Security in the clerk's office of this court on the date set forth below.

ALDEN GLOBAL DISTRESSED OPPORTUNITIES MASTER FUND, LP

Name of Alleged Transferor

Address of Alleged Transferor: c/o Alden Global Capital 885 Third Avenue New York, New York 10022 Chris Scholfield

Phone: Chris Scholfield

Email: CScholfield@smithnyc.com

AGDOF LF1, Ltd.

Name of Transferee

Address of Transferee: c/o Alden Global Capital 885 Third Avenue New York, New York 10022 Chris Scholfield

Phone: Chris Scholfield

Email: CScholfield@smithnyc.com

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:		
	*	CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAMS SECURITIES

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Alden Global Distressed Opportunities Master Fund, L.P. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to AGDOF LF1, Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proofs of Claim with the assigned numbers specified in Schedule 1 attached hereto filed by or on behalf of Seller or Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Programs Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser

shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Seller shall promptly (but in any event no later than three (3) business days after receipt) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Purchaser intends to grant a security interest in all of the Transferred Claims pursuant to a pledge and security agreement by and between Purchaser and Citibank, N.A. to be entered into subsequently hereto.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

this day of Noton by 2011 day of November 2011

ALDEN GLOBAL DISTRESSED OPPORTUNITIES MASTER FUND, L.P.

By: AGDOF Master GP, Ltd., its general partner

By: Name:

Title:

Evan Burtton Director /

AGDOF LF1, LTD,

By: Name:

Title:

Evan Burtton Director

6/0 Alden Global Capital 885 Third Ave, Suth Floor

New York NY 18022 WSA

Clo Alden Orlobal Capital 195 Third Are, 34th Flow

New York MY 10622 USA

Transferred Claims

Purchased Claim

Lehman Programs Securities and Principal Amounts to which Transfer Relates

Claim Number	Debtor	Case Number	Claim Amount as of Proof of Claim	Percentage of Total Claim*	Percentage holding Transferred	Description of Security	ISIN/CUSIP of Security	Security Principal/ Notional Amount as of Proof of Claim
35550	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2,146,500.00	98.73333333%	100.00%	LEH BV FMV ST 0% 2/28/10 (EUR)	XS0162289663	US\$ 2,146,500.00
35551	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 1,458,688.55	98.70000008%	100.00%	LEH BV FMV ELN 3/14/11 (EUR)	XS0163559841	US\$ 1,431,000.00
35552	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 67,524,479.00	63.03406793%	100.00%	LEH BV PAR 0% 2/23/17 (EUR)	XS0286529093	US\$ 42,930,000.00
41455	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2,149,907.02	33.10545123%	100.00%	LEH BV PAR EUR CMS 1/31/17 (EUR)	XS0283497005	US\$ 1,383,551.70
42026	Lehman Brothers Holdings Inc.	()8-13555 (JMP)	US\$ 2,000,000,00	100.00000000%	100.00%	LEH BV FMV ELN 0% 11/06/09 (USD)	XS0328586606	US\$ 2,000,000.00
44508	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 1.800.000.00	100.0000000%	100.00%	LEH BV PAR ILN 1/31/18 (USD)	XS0342489589	US\$ 1,800,000.00
44509	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 6,600,000.00	59.39393939%	100.00%	LEH BV PAR ILN 12/27/17 (USD)	XS0336556146	US\$ 6,600,000.00
44978	Lehman Brothers Holdings Inc.	08-13555 (JMP)	.US\$ 1.990,000.00	98.75000000%	100.00%	LEH BV PAR 0% 4/13/17 (USD)	XS0294325203	US\$ 1,996,000.00
44979	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 5.000.000.00	98.74000000%	100.00%	LEH BV FMV 0% 3/14/09 (USD)	XS0312058752	US\$ 5,000,000.00
44980	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2,032,250.00	98.75000025%	%00'001	LEH BV PAR 0% 12/14/17 (USD)	XS0336248322	US\$ 2,000,000.00
44981	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2,985,000.00	98.7333333%	100.00%	LEH BV PAR 0% 1/23/18 (USD)	XS0342406476	US\$ 2,985,000.00
44983	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2.000.000.00	98.75000000%	100.00%	LEH BV FMV 0% 11/16/09 (USD)	XS0275062916	US\$ 200.000.00
44984	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 5,000,000.00	98.72000000%	100.00%	LEH BV PAR FMV 0% 10/5/09 (USD)	XS0269787858	US\$ 5,000,000.00
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Claim Number	Debtor	Case Number	Claim Amount as of Proof of Claim	Percentage of Total Claim*	Percentage holding Transferred	Description of Security	ISIN/CUSIP of Security	Security Principal/ Notional Amount as of Proof of Claim
	Lehman Brothers Ffoldings Inc.	08-13555 (JMP)	US\$ 3,000,000.00	98.7333333%	100.00%	LEH BV FMV 0% 3/19/10 (USD)	XS0291145364	US\$ 3,000,000.00
	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 2.848,600.00	. %00000027:86	%00'001	LEH BV FMV 0% 6/30/10 (EUR)	XS0306226696	US\$ 2,848.600.00
	Lehman Brothers	08-13555	US\$ 15.693.591.84	16 68 155402%	100.00%	LEH BV FMV 0% 03/30/17 (EUR)	XS0294106314	US\$ 6,297,195.00
	Holdings Inc.	(JMP)			100.00%	LEH BV FMV 0% 03/30/17 (EUR)	XS0294106405	US\$ 6,792,480.00
	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 127,809.00	100.00000000%	100.00%	LEH BV FMV FR/CMS 02/15/35 (EUR)	XS0210433206	US\$ 127.809.00
					%00'001	LEH BV PAR FL+1.5% 9/20/12 (USD)	XS0313734922	US\$ 20,000,000.00
-	Lehman Brothers Holdings Inc.	08-13555 (TMP)	US\$ 71.135,649.94	42.08909521%	100.00%	LEH BV PAR FL+1.53% 9/20/12 (USD)	XS0313737271	US\$ 10,000,000.00
		, or a second			100.00%	LEH BV PAR FL+2.1% 9/20/12 (USD)	XS0314746479	US\$ 10,000,000.00
	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 5,252,000.00	17.61233816%	100.00%	LEH BV FMV ELN 10/30/14 (USD)	XS0324269561	US\$ 5,252,000.00
7	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 4,705,000.00	27.94899044%	100.00%	LEH BV FMV ELN 10/30/14 (USD)	XS0326730313	US\$ 4,705,000.00
Ţ	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 4,368,000.00	37.24816850%	100.00%	LEH BV FMV ELN 01/31/14 (USD)	XS0282866192	US\$ 4,368,000.00
L	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 3,703,316.70	50.00000081%	100.00%	LEH BV FMV ELN 0 08/09/12 (EUR)	XS0312463184	US\$ 3,703,316.70
H	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 4.106.620.20	50.00000000%	100.00%	LEH BV FMV ELN 0 11/23/12 (EUR)	XS0329670433	US\$ 4,106,620.20
□	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 1.843.270.00	100.00000000%	100.00%	LEH BV PAR ELN 01/09/09 (EUR)	XS0280904714	US\$ 1,843,270.00
7	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 950,000.00	100.000000000%	100.00%	LEH BV PAR ELN 02/23/09 (USD)	XS0287869050	US\$ 950.000.00
۲	Lehman Brothers Holdings Inc.	08-13555 (JMP)	US\$ 500,000.00	100.00000000%	100.00%	LEH BV PAR ELN 03/02/09 (USD)	XS0288802605	US\$ \$00,000.00

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Security Principal/ Notional Amount as of Proof of Claim	US\$ 400.000.00	US\$ 1,300,000.00	US\$ 2,197.745.00	US\$ 283,580.00	US\$ 1,000,000.00	US\$ 300.000.60	US\$ 45,000,000.00	EUR 1.000.000.00	EUR 1,000,000.00	US\$ 12,199,577.10	US\$ 2,685,990.33	US\$ 484.700.00	US\$ 1,000,000.00	US\$ 3,100,415.00	US\$ 2,442,000.00	US\$ 676.000.00	US\$ 1,970,000.00
ISIN/CUSIP of Security	XS0300349882	XS0303865074	XS0310084339	XS()324356376	XS0327055371	XS0335971858	XS0278638258	XS0313528944	XS0313532623	XS0300460721	XS0294024004	XS0325475084	XS0327687843	XS0331533330	XS0329284987	XS0329288384	XS0334446134
Description of Security	LEH BV PAR ELN 05/18/09 (USD)	LEH BV FMV 0% 6/11/09 (USD)	LEH BV PAR ELN 07/17/09 (EUR)	LEH BV FMV ELN 10/12/09 (EUR)	LEH BV FMV FL% 10/29/09 (USD)	LEH BV FMV ELN 12/21/09 (USD)	LEH BV FMV 5 1/2% 06/22/10 (USD)	LEH BV FMV ELN 08/07/12 (EUR)	LEH BV FMV ELN 08/07/12 (EUR)	LEH BV FMV 0% 5/18/12 (EUR)	LEH BV PAR 0% 04/09/10 (CHF)	LEH BV FMV 0% 10/18/10 (USD)	LEH BV FMV 0% 11/01/10 (USD)	LEH BV FMV 0% 11/21/09 (EUR)	LEH BV FMV 0% 12/04/10 (USD)	LEH BV FMV 0% 12/04/10 (USD)	LEH BV FMV 0% 12/04/10 (USD)
Percentage holding Transferred	200.001	100.00%	1.00.00%	100.00%	100.00%	100'00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Percentage of Total Claim*	100.0000000%	98.76923077%	100.00000000	100.0000000%	98.70000000%	100.0000000%	21.94222222%	47 50000000%		21.72982416%	98.73754127%	5.64209437%					
Claim Amount as of Proof of Claim	US\$ 400,000.00	US\$ 1,300,000.00	US\$ 2,197,745.00	US\$ 283,580.00	US\$ 1,000,000.00	US\$ 300,000.00	US\$ 45,000,000.00	Claim in liquidated		US\$ 54,891,736.88	US\$ 4,786,285.55	US\$ 120,505,822.00					
Case Number	08-13555 (JMP)	08-13555 (JMP)	08-13555 (JMP)	08-13555 (JMP)	()8-13555 (JMP)	08-13555 (JMP)	08-13555 (JMP)	08-13555	(JMP)	()8-13555 (JMP)	08-13555 (JMP)	08-13555 (JMP)			•		
Debtor	Lehman Brothers Holdings Inc.	Lehman Brothers	Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.				•							
Proof of Claim Number	58807	58808	58809	58810	58811	58812	58890	59233		60638	96909	62870					

as of Proof of Claim
US\$ 41,159,958.12
US\$ 14,373,860.00
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US\$ 657,432,812.50
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US\$ 2,830,200.00
US\$ 1.415.100.00
US\$ 25.185,359.94

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Security Principal/ Notional Amount as of Proof of Claim	US\$ 801.654.46	US\$ 169.812.00	US\$ 214.735.62	US\$ 3,062,801.81	US\$ 2,700,000.00	US\$ 1,060,000.00	US\$ 1,300,000.00	US\$ 783,365.00		
ISIN/CUSIP of Security	XS0200284247	XS0268043709	XS0211093041	XS0213971210	XS0353382681	XS0341731767	XS0342399325	XS0317961729		
Description of Security	LEH BV FMV 5% 9/22/14 (EUR)	LEH BV PAR 0% 12/5/10 (EUR)	LEH BV PAR 5% 2/16/15 (EUR)	LEH BV PAR 5% 3/18/15 (EUR)	LEH BV FMV 0% 10/01/10 (USD)	LEH BV FMV ELN 02/02/09 (USD)	LEH BV FMV ELN 06/30/09 (USD)	LEH BV FMV ELN 09/07/2012 (EUR)		
Percentage holding Transferred	100.00%	100.00%	100.00%	100.00%	100.00%	100,00%	100.00%	%00.001		
Percentage of Total Claim*						54.00000000%		100.00000000%		
Claim Amount as of Proof of Claim						US\$ 5,000,000.00		US\$ 783,365.00		
Case Number						08-13555 (JMP)				
Debtor						Lehman Brothers Holdings Inc.	•	Lehman Brothers Holdings Inc.		
Proof of Claim						67534	•	67542	***************************************	

*In each case Percentage of Total Claim represents 100.00 per cent. (100.00%) of the Seller's holding in the relevant Claim.